



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Tammy Grimes – District 5

CITY COUNCIL WORK SESSION

VIRTUAL MEETING

August 10, 2020 at 6:00 p.m.

Citizen Access: URL

I. CALL TO ORDER: Mayor Jason Lary

II. AGENDA ITEMS:

1. Stonecrest Public Works Update

- i. Stonecrest 2020 Paving Project - Phase 2
- ii. Stonecrest Transportation Master Plan Discussion
- iii. IGA for Public Works
- iv. Facilities Update

III. ADJOURNMENT

Americans with Disabilities Act

The City of Stonecrest does not discriminate on the basis of disability in its programs, services, activities and employment practices.

If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Megan Reid, as soon as possible, preferably 2 days before the activity or event.



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Council Member Tammy Grimes – District 5

CITY COUNCIL MEETING AGENDA

VIRTUAL MEETING

August 10, 2020

7:00 p.m.

Citizen Access: URL

- I. CALL TO ORDER:** Mayor Jason Lary
- II. ROLL CALL:** Megan Reid, City Clerk
- III. INVOCATION**
- IV. PLEDGE OF ALLEGIANCE**
- V. APPROVAL OF THE COUNCIL AGENDA**
- VI. MINUTES:**
 - a. Approval of the July 9, 2020 Special Called Meeting Minutes
 - b. Approval of the July 13, 2020 Public Hearing
 - c. Approval of the July 13, 2020 City Council Meeting Minutes
 - d. Approval of the July 27, 2020 City Council Meeting Minutes
 - e. Approval of the August 3, 2020 Special Called Meeting Minutes
- VII. PRESENTATIONS:**
 - a. Mayor's Update
- VIII. APPOINTMENTS:**
 - a. City Manager
- IX. PUBLIC COMMENTS**

(this meeting will be conducted virtually, the public comments received via email in advance of the meeting will be read into the minutes by the City Clerk)

X. PUBLIC HEARINGS:

a. None

(since this meeting will be conducted virtually, only those public hearing comments received via email in advance of the meeting will be read by the City Clerk)

XI. OLD BUSINESS:

a. None

XII. NEW BUSINESS:

a. Stonecrest 2020 Paving Project - Phase 2 Approval

b. COVID-19 CARES Act IGA Approval

XIII. EXECUTIVE SESSION:

(when an executive session is required, one will be called for the following issues:

1) Personnel, 2) Litigation, 3) Real Estate)

XIV. CITY MANAGER COMMENTS

XV. CITY ATTORNEY COMMENTS

XVI. MAYOR AND COUNCIL COMMENTS

XVII. ADJOURNMENT

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If you need auxiliary aids and services for effective communication (such as a sign language interpreter, an assistive listening device or print material in digital format) or reasonable modification to programs, services or activities contact the ADA Coordinator, Megan Reid, as soon as possible, preferably 2 days before the activity or event.

Minutes:

July 9, 2020 Special Called Meeting

August 3, 2020 Special Called Meeting



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Tammy Grimes – District 5

SPECIAL CALLED MEETING

July 9, 2020

6:00PM

Virtual Meeting available on YouTube Live

I. CALL TO ORDER: Mayor Jason Lary

ROLL CALL by Deputy City Clerk, Sonya Isom: All Members Present

II. AGENDA ITEMS

1. Bond Authorization Ordinance

a. Second Reading of the Ordinance

Edmund Wall, Financial Advisor, explained the interest rates and the loan details.

Motion 1- was made by Mayor Jason Lary to adopt the second read of the Bond Authorization Ordinance and was seconded by Council Member Jimmy Clanton.

Motion passed 4-2 with Council Members Jazzmin Cobble and Council Member Tammy Grimes voting nay.

2. Initiate investigation into the validity of approval process for permitting Metro Green Recycling Development

Motion 2- was made by Mayor Jason Lary to initiate an investigative team of Council Member Jimmy Clanton, Council Member Rob Turner, Planning and Zoning Director Chris Wheeler, and City Attorney's Office of Fincher and Denmark to investigate the validity of approval process for permitting

Metro Green Recycling Development and was seconded by Council Member Rob Turner.

Motion passed 6-0.

3. Parks Activity Permits during COVID-19 Restrictions

Deputy City Manager Plez Joyner and Interim Parks and Recreation Director Brandon Riley explained the reason for the use of the parks over the weekend. They also made it clear that the parks were closed.

III. ADJOURNMENT

Motion 3- was made by Council Member Rob Turner to adjourn the meeting and was seconded by Council Member Tammy Grimes.

Motion passed unanimously.



CITY OF STONECREST, GEORGIA

Honorable Mayor Jason Lary, Sr.

Council Member Jimmy Clanton, Jr. – District 1

Council Member Rob Turner- District 2

Council Member Jazzmin Cobble – District 3

Council Member George Turner- District 4

Tammy Grimes – District 5

CITY COUNCIL SPECIAL CALLED MEETING MINUTES

August 3, 2020

6:00 p.m.

Virtual Meeting Available to the Public via YouTube Live and in person

- I. **CALL TO ORDER:** Mayor Jason Lary
- II. **ROLL CALL:** All members present.
- III. **TO DISCUSS CONCERNS AND FINDINGS OF THE INVESTIGATIVE COMMITTEE FOR METRO GREEN AND TO DISCUSS THE IMMEDIATE ACTIONS THAT CAN BE MADE**

Motion 1- was made by Council Member Jimmy Clanton to go into executive session for potential litigation and was seconded by Mayor Jason Lary.

Motion passed 5-1 with Council Member Cobble voting nay.

Motion 2- was made by Council Member Rob Turner to adjourn the Executive Session and was seconded by Council Member George Turner.

Motion passed unanimously.

Motion 3- was made by Council Member George Turner to return to the Called Meeting and was seconded by Council Member Rob Turner.

Motion passed unanimously.

Motion 4- was made by Council Member Rob Turner to Direct City Attorney to immediately move forward to file a temporary restraining order in the Superior Court of DeKalb County to cease all activities of Metro Green, 5152 Snapfinger Woods Dr., 2450 Miller Road, Stonecrest GA 30035 pending a final determination of the matter on the merits and was seconded by Council Member George Turner.

Motion passed unanimously.

IV. ADJOURNMENT

Motion 5- was made by Council Member Jimmy Clanton to adjourn the meeting and was seconded by Council Member Tammy Grimes.

Motion passed unanimously.

Read and adopted in the regular meeting of the City Council held on this ____ day of _____, 2020.

Mayor Jason Lary

ATTEST:

Megan P. Reid, City Clerk

New Business:

Stonecrest 2020 Paving Project – Phase 2 Approval

Deputy City Manager Plez Joyner



MEMO

To: Plez Joyner, Deputy City Manager
From: Ken Hildebrandt, City Engineer
Date: August 5, 2020
RE: Phase 2 Contract Amendment for the 2020 Street Resurfacing

Earlier this year the City awarded the contract for the 2020 Street Resurfacing to ER Snell Contracting (ITB #2020-001) and for the associated Construction Engineering & Inspections (CE&I Services) to Southeastern Engineering Inc. (SEI) (ITB #2020-002). These contracts in the amount of \$4.4M were for the resurfacing of 37 streets within the city limits. These streets were identified by utilizing the Pavement Condition Index (PCI) scores from our pavement management study. Based on previous guidance from Mayor & Council, the majority of the resurfacing addressed our worst rated major streets such as portions of Evans Mill Road, Mall Parkway, Panola Road, Phillips Road, and Rock Springs Road. Additionally, some of the worst subdivision streets were paved including three subdivisions that were not completed by the developer.

ER Snell and SEI are nearing the end of the current contracts and we have an opportunity to take advantage of their low unit pricing by extending the contract to resurface additional streets. In keeping with Council's directive to concentrate on major roads during the first couple of years of our program, the following list was developed by simply prioritizing our worst rated major streets.

	Street Name	From	To
1	DEKALB MEDICAL PKWY	HILLANDALE DR	COVINGTON HWY
2	ROCK CHAPEL RD	BRASWELL ST	STATE ROUTE 124
3	MINOLA DR	MILLER RD	PANOLA RD
4	KLONDIKE RD	HAYDEN QUARRY RD	MALL PKWY
5	MALL PKWY	KLONDIKE RD	TURNER HILL RD
6	PANOLA ROAD	SNAPFINGER WOODS DR	PANOLA WAY LANE

The only street that is omitted from this list is S Goddard Road, which will be recommended for full depth reclamation in the 2021 Paving Project.

The estimated amount of the Phase 2 Contract Amendment for ER Snell is \$2.1M and for SEI is \$37,000. This additional resurfacing would complete every city-owned collector/arterial in the city with a PCI score below 45 (except S Goddard). **This is a major accomplishment toward improving the condition of our main roads.**

The City has spent nearly \$9M on resurfacing since incorporation. The Stantec Pavement Management Study recommends that we need to spend approximately \$6M per year on resurfacing to keep our overall PCI Score trending in a positive direction.

After we receive the final invoice from ER Snell on the current contract, there'll be a balance of over \$6.7M in the SPLOST account. This is largely since we have not had an adopted Transportation Master Plan to guide our road improvement planning.

Attachment: Contract Amendment



CONTRACT AGREEMENT
ITB #2020-001
2020 STREET RESURFACING
AMENDMENT

This Agreement made and entered into this ____ day of _____ in the year 2020; by and between **The City of Stonecrest, Georgia**, having its principal place of business at 3120 Stonecrest Boulevard, Stonecrest, Georgia 30038 and **ER Snell Contracting Company, Inc.** ("Contractor"), located at 1785 Oak Road, Snellville, GA 30078.

WHEREAS, the City of Stonecrest and Contractor have a current contract for the 2020 Street Resurfacing (ITB #2020-001) dated March 3, 2020; and

WHEREAS, the Contractor has completed all streets in said contract with the exception of a portion of Panola Road, Chupp Road, and the Regency Woods Subdivision; and

WHEREAS, the City of Stonecrest desires to resurface an additional six (6) streets; and

WHEREAS, the Contractor has agreed to extend the unit prices as agreed to in ITB #2020-001;

WHEREAS, the Contractor agrees to maintain the Disadvantaged Business Enterprise minimum of five percent (5%) as agreed to in ITB #2020-001;

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

Amended Scope of Work

The scope of work described in the current 2020 Street Resurfacing contract remains in effect with the following amendments:

1. Six (6) streets will be added to the resurfacing list. These streets are listed in Appendix A.
2. Quantities are estimated in Appendix B. Actual quantities may vary.
3. The resurfacing work shall be completed no later than November 20, 2019 or the liquidated damages clause shall apply.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF STONECREST:

CONTRACTOR:

By: _____

By: _____

Title: MAYOR

Title: _____

Name: JASON LARY

Name: _____

Date: _____

Date _____

Attest: _____
 Megan Reid, City Clerk (Seal)

**APPENDIX A
PHASE 2 STREET LIST**

	Street Name	From	To
1	Dekalb Medical Pkwy	Hillandale Drive	Covington Highway
2	Rock Chapel Road	Braswell Street	State Route # 124
3	Minola Road	Miller Road	Panola Road
4	Klondike Road	Hayden Quarry Road	Mall Parkway
5	Mall Parkway	Klondike Road	Turner Hill Road
6	Panola Road	Snapfinger Woods Dr	Panola Way Lane

APPENDIX B DETAILED ESTIMATE

Additional 2020 Street Resurfacing

ITEM #	Item Description	UNIT	Estimated Qty	Bid Cost	Total Cost
1	Mill Asphalt Conc. Pavement, 3" Depth	SY	33,468	\$2.40	\$ 80,323.20
2	Mill Asphalt Conc. Pavement, 1.5" Depth	SY	133,679	\$2.75	\$ 367,617.25
3	Recycled Aph Conc 19 MM Superpave, GP 2 Only, Incl Bitum Matl & H Lime	TN	2,761	\$67.75	\$ 187,057.75
4	Recycled Aph Conc 9.5 MM Superpave, GP 2 Only, Incl Bitum Matl & H Lime	TN	-	\$72.75	\$ -
5	Recycled Aph Conc 12.5 MM Superpave, GP 2 Only, Incl Bitum Matl & H Lime	TN	12,949	\$75.25	\$ 974,412.25
6	Recycled Asphalt Conc. Leveling, Incl. Bitum. Material, H Lime & Tack	TN	200	\$83.00	\$ 16,600.00
7	Recycled Asphalt Conc. Patching, Incl. Bitum. Material, H Lime & Tack	TN	1,775	\$119.00	\$ 211,225.00
8	6' x 40' Traffic Signal Loop	EA	33	\$1,330.00	\$ 43,890.00
9	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" YELLOW	LF	62,958	\$0.85	\$ 53,514.30
10	THERMOPLASTIC SOLID TRAFFIC STRIPE, 5" WHITE	LF	101,862	\$0.85	\$ 86,582.70
11	THERMOPLASTIC SKIP TRAFFIC STRIPE, 5" WHITE	LF	3,320	\$1.70	\$ 5,644.00
12	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8" WHITE	LF	8,051	\$4.00	\$ 32,204.00
13	THERMOPLASTIC SOLID TRAFFIC STRIPE, 8" YELLOW	LF	313	\$4.00	\$ 1,252.00
14	THERMOPLASTIC SOLID TRAFFIC STRIPE, 24" WHITE	LF	718	\$10.25	\$ 7,359.50
15	THERMOPLASTIC PVMT.MARKING, ARROW, TP 2	EA	130	\$161.00	\$ 20,930.00
16	RAISED PAVEMENT MARKERS, TP 1 & 3	EA	1,733	\$8.05	\$ 13,950.65
17	THERMOPLASTIC "ONLY"	EA		\$339.00	\$ -
18	THERMOPLASTIC " SCHOOL "	EA		\$804.00	\$ -
TOTAL					\$ 2,102,562.60

	Street Name	From	To	PCI Score	LF	WIDTH	Area SY	Estimated 3" Milling, SY	Estimated 1.5" SY Mill	Leveling Ton	Estimated Patching Ton	Estimated 19 MM, TN	Estimated 12.5 mm, TN	6"x50' Loop	5" Yellow	5" White	5" Skip	8" White	8" Yellow	24" White	TP2 Arrow	RPMs	
1	DEKALB MEDICAL PKWY	HILLDALE DR	COVINGTON HWY	35.4	5090.6	5091	22627		22627		300		1867	3	10182	12930	330	1340	1985	124	35	320	
2	ROCK CHAPEL RD	BRASWELL ST	STATE RTE 124	37.9	4198.8	4760	13222				40	1091		2	8520	8520					3	240	
3	MINOLA DR	MILLER RD	PANOLA RD	39.1	3826	3826	14029				370	1157		3	7652	7652				24	4	190	
4	KLONDIKE RD	HAYDEN QUARRY RD	MALL PKWY	41.4	1852	2152	6217				425	513		2	4304	2534		240		24	8	108	
5	MALL PKWY	KLONDIKE RD	TURNER HILL RD	42.3	6746.6	7550	52011		52011		240	0		3	15100	20714	440	1140	988	226	40	470	
6	PANOLA ROAD	SPANFINGER WOODS	PANOLA WAY LANE	43.3	8100	varies	59041		59041	200	400	0		4871	20	16200	48612	2550	5331	240	320	40	405
	TOTAL						167147	33468	133679	200	1775	2761	12949	33	62998	101862	3320	8051	3213	718	130	1733	

August 6, 2020

Mr. Ken Hildebrandt, P.E., PTOE
City Engineer
3120 Stonecrest Blvd
City of Stonecrest, GA 30038

RE: CE&I Services for RFP #2020-002 | 2020 Resurfacing Amendment for 6 Additional Roads

Dear Mr. Hildebrandt:

SEI appreciates the opportunity to continue providing our CE&I services to the City of Stonecrest for the 2020 Resurfacing Contract Amendment. SEI is proposing to continue to have Mike Lehner lead this project since he is very familiar with the current project and since he has previously provided CE&I services for both the City of Stonecrest, City of Johns Creek and the City of Tucker. Mike will ensure that all roads listed on the resurfacing list are resurfaced per the latest GDOT standards and specifications and as established by the contract documents.

Our scope and fee assumptions are as follows:

- **Contract Time – Approximately 90 days**
 - **CEI Fee – \$37,500**

SEI can begin work on the project set up prior to E.R. Snell's Anticipated Notice to Proceed (NTP) of August 17 and the CE&I fee has been approved by the Stonecrest City Council. We understand that the project should be completed by November 20, 2020.

We are excited about continuing to offer you our CE&I services that you have already experienced on the initial 2020 resurfacing contract. Please feel free to contact us if any additional information is required.

Respectfully submitted,

Southeastern Engineering, Inc.



Scott Jordan, P.E.
Transportation Director

New Business:

COVID-19 CARES Act IGA Approval

Deputy City Manager Plez Joyner

And

City Attorney Winston Denmark

INTERGOVERNMENTAL AGREEMENT FOR THE DISTRIBUTION AND USE OF PROCEEDS FROM THE CORONAVIRUS RELIEF FUND

THIS AGREEMENT is made and entered into this ___ day of August, 2020, by and between DeKalb County, a political subdivision of the State of Georgia (hereinafter the “County”), and the City of Avondale Estates, the City of Brookhaven, the City of Chamblee, the City of Clarkston, the City of Decatur, the City of Doraville, the City of Dunwoody, the City of Lithonia, the City of Pine Lake, the City of Stonecrest, the City of Stone Mountain, and the City of Tucker, municipal corporations of the State of Georgia (hereinafter collectively the “Municipalities” and, individually, as the context requires, “Municipality”). This Agreement does not include the portion of the City of Atlanta located in DeKalb County, which received payment through the Coronavirus Relief Fund (“CRF”) directly from the United States Treasury.

WITNESSETH:

WHEREAS, the parties to this Agreement consist of the County and the Municipalities; and

WHEREAS, the County and the Municipalities seek to administer and distribute services and CRF proceeds in a collaborative manner to comprehensively combat the public health crises and economic impact of the coronavirus pandemic within the County’s geographic area; and

WHEREAS, the CARES Act, H.R. 748, 116th Cong. § 5001 (2020) (the “Act”), authorizes local government recipients of CRF proceeds to transfer a portion of said proceeds to political subdivisions that lie within its geographical area, including cities, for necessary expenditures incurred due to the public health emergency, so long as said expenditures meet the criteria of the Act; and

WHEREAS, the County and the Municipalities have reviewed the Act and agreed upon a method to distribute CRF proceeds so that payments to the Municipalities in a manner that accounts for annexations and new cities created after the most recent decennial census; and

WHEREAS, the County and the Municipalities are authorized to enter into this Agreement pursuant to the Act and related guidance published by the Treasury Department.

NOW, THEREFORE, in consideration of the mutual promises and understandings made in this Agreement, and for other good and valuable consideration, the County and the Municipalities consent and agree as follows:

Section 1. Representations and Mutual Covenants

- (A) The County makes the following representations and warranties which may be specifically relied upon by all parties as a basis for entering this Agreement:
 - (i) The governing authority of the County is duly authorized to execute, deliver and perform this Agreement; and

- (ii) This Agreement is a valid, binding, and enforceable obligation of the County; and
 - (iii) The County is retaining services from the Municipalities to administer and distribute CRF proceeds to ensure a collaborative and comprehensive approach to combating the public health emergency and resulting economic impact;
 - (iv) The County and Municipalities intend to collaborate in making the necessary expenditures incurred due to the public health emergency and other criteria for use of CRF as described in the Act, without duplicating efforts.
- (B) Each of the Municipalities, on its own behalf, makes the following representations and warranties, which may be specifically relied upon by all parties as a basis for entering this Agreement:
- (i) The governing authority of the Municipality is duly authorized to execute, deliver and perform this Agreement;
 - (ii) This Agreement is a valid, binding, and enforceable obligation of the Municipality;
 - (iii) Each Municipality's projects funded by CRF proceeds shall comply with the interpretations and clarifications issued by the United States Treasury Department's July 8, 2020 Frequently Asked Questions, found at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>, and with the CRF Guidance for State, Territorial, Local, and Tribal Governments, dated June 30, 2020, found at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>
 - (iv) Each Municipality certifies compliance with these eligible expenses by executing this Agreement;
 - (v) Each Municipality shall administer and distribute CRF proceeds to complete the above-referenced projects to complete the Municipality's portion of the County's collaborative and comprehensive approach to combating the public health emergency and resulting economic impact; and
- (C) It is the intention of the County and Municipalities to comply in all applicable respects with the Act.
- (D) The County and the Municipalities agree to maintain thorough and accurate records concerning their respective receipt and expenditure of CRF proceeds. Each Municipality agrees to maintain an accounting system integrated with adequate internal fiscal and management controls to capture and report CRF Funds data with accuracy, providing full accountability for revenues,

expenditures, assets and liabilities. This system shall provide reasonable assurance that the Municipality is managing federal and state financial assistance programs in compliance with all applicable laws and regulations.

Section 2. Term

All CRF proceeds distributed to the Municipalities from the County must be expended by December 30, 2020 or a later date that is authorized by the Act. Any CRF proceeds that are not expended by that date shall be immediately returned to the County.

Section 3. Effective Date and Term of this Agreement

This Agreement shall commence upon the date of its execution and shall terminate upon the later of December 30, 2020 or an alternative date that is authorized by the Act.

Section 4. County CRF; Separate Accounts; No Commingling

- (A) Each Municipality shall create a special fund to be designated as the “*municipality name*” Coronavirus Relief Fund. Each municipality shall select a bank with an office or branch physically located within DeKalb County which shall act as a depository and custodian of the CRF proceeds received by each Municipality upon such terms and conditions as may be acceptable to the Municipality.
- (B) All CRF proceeds shall be maintained by each Municipality in the separate accounts or funds established pursuant to this Section. CRF proceeds shall not be commingled with other funds of the Municipalities and shall be used exclusively for the purposes detailed in this Agreement. No funds other than CRF proceeds and accrued interest shall be placed in such funds or accounts.

Section 5. Procedure for Disbursement of CRF Proceeds

- (A) The portion of the CRF proceeds received by the County that will be distributed to the Municipalities shall be distributed to the Municipalities pursuant to the percentages of the overall amount received by the County as set forth below:

CARES Act Coronavirus Relief Fund - Allocation by City		
Recipient	Allocation \$	Pct of City Share
Avondale Estates	354,891	1.09%
Brookhaven	6,300,934	19.32%
Chamblee	3,437,420	10.54%
Clarkston	1,433,288	4.39%
Decatur	2,914,440	8.93%
Doraville	1,164,256	3.57%
Dunwoody	5,597,957	17.16%
Lithonia	264,382	0.81%

Pine Lake	85,519	0.26%
Stonecrest	6,227,098	19.09%
Stone Mountain	712,391	2.18%
Tucker	4,127,920	12.65%

- (B) Upon receipt by a Municipality of CRF proceeds, each Municipality shall immediately deposit said proceeds in a separate fund established by each government entity in accordance with Section 4 of this Agreement. The monies in each fund shall be held and applied in accordance with the Act, which includes oversight, auditing, and reporting, each Municipalities’ respective expenses.

Section 6. Audits and Records Retention

- (A) The County and each Municipality receiving CRF proceeds shall be responsible for the cost of their respective audits. All records and expenditures are subject to, and each Municipality agrees to comply with, monitoring, examinations, demand for documents, and/or audits conducted by any and all federal or County officials and auditors, including but not limited to, the U.S. Department of the Treasury Inspector General, the County, or their duly authorized representatives or designees. Each Municipality shall maintain adequate records that enable federal and County officials and auditors to ensure proper accounting for all costs and performances related to this Agreement.

Municipalities that expend \$750,000.00 or more of federal funds during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office's Government Auditing Standards, which may be accessed online at <http://www.gao.gov/govaud/ybkOl.htm>, and in accordance with 2 C.F.R. §200.514 Scope of Audit. Audit reports are currently due to the Federal Audit Clearinghouse no later than nine months after the end of the recipient's fiscal year. In addition, each such Municipality must submit the audit report to the County.

If required to submit an audit report under the requirements of 2 C.F.R. § 200(f), Municipalities shall provide the County with written documentation showing that it has complied with the single audit requirements. Each Municipality shall immediately notify the County in writing at any time that it is required to conduct a single audit and provide documentation within a reasonable time period showing compliance with the single audit requirement.

If any audit, monitoring, investigations, review of awards or other compliance review reveals any discrepancies, inadequacies or deficiencies which are necessary to correct in order to maintain compliance with this Agreement, applicable laws, regulations, or the Municipality’s obligations hereunder, each Municipality agrees to propose and submit to the County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the Municipality's receipt of the findings. The Municipality's corrective action plan is subject to the approval by the County.

Each Municipality understands and agrees that the Municipalities must make every effort to address and resolve all outstanding issues, findings or actions identified by federal or County officials and auditors through the corrective action plan or any other corrective plan. Failure to address these findings promptly and adequately may result in other related requirements being imposed or other sanctions and penalties. Each Municipality agrees to complete any corrective action approved by the County within the time period specified by the County and to the satisfaction of the County, at the sole cost of the Municipality. Each Municipality shall provide to the County periodic status reports regarding the Municipality's resolution of any audit, corrective action plan, or other compliance activity for which the Municipality is responsible.

- (B) Each Municipality shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from the County under this Agreement. Audit trails maintained by the Municipalities will, at a minimum, identify the supporting documentation prepared by the Municipality to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this grant agreement.

Each Municipality must maintain fiscal records and supporting documentation for all expenditures resulting from this grant agreement pursuant to 2 C.F.R. § 200.333 and state law. Each Municipality must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective; submission of the final expenditure report; or any litigation, dispute or audit. Records related to real property and equipment acquired with CRF funds must be retained for seven (7) years after final disposition. The County may direct the Municipality to retain documents for longer periods of time or to transfer certain records to the County or federal custody when it is determined that the records possess long term retention value in accordance with retention schedules approved by the County or the federal government.

Section 7. Repayment of Misused Funds

If the Federal Government, United States Treasury Department, and/or State of Georgia requires the repayment by the County of any of the CRF proceeds due to a violation of the Act by a Municipality, said Municipality shall immediately refund such sums as directed to either the County or to the United States Treasury, as directed by the auditing agency.

Section 8. Notices

All notices, consents, waivers, directions, requests or other instruments or communications provided for under this Agreement shall be deemed properly given when delivered personally or sent by registered or certified United States mail, postage prepaid to the following addresses. The parties agree to give each other non-binding duplicate email notice. Future changes in address shall be effective upon written notice being given by the Municipality to the County Executive

Assistant or by the County to the City Manager via certified first class U.S. mail, return receipt requested.

DeKalb County:

Chief Executive Officer
Executive Assistant
DeKalb County, Georgia
1300 Commerce Drive
Decatur, Georgia 30030

With a copy to:

County Attorney
DeKalb County, Georgia
1300 Commerce Drive
Decatur, Georgia 30030

City of Brookhaven:

Mr. Christian Sigman
City Manager
4362 Peachtree Road
Brookhaven, GA 30319

With copy to:

Chris Balch
Balch Law Group
830 Glenwood Ave., SE
Suite 510-220
Atlanta, GA 30316

City of Clarkston:

Keith Barker
City Manager
1055 Rowland Street
Clarkston, GA 30021-1711

With copy to:

Stephen G. Quinn
Wilson, Morton & Downs LLC
125 Clairmont Ave., Ste. 420
Decatur, GA 30030

City of Doraville:

Christopher Eldridge

City of Avondale Estates:

Mr. Clai Brown
City Manager
21 N. Avondale Plz.
Avondale Estates, GA 30002-13

With a copy to:

Robert E. Wilson, Esq.
Wilson, Morton & Downs LLC
125 Clairmont Avenue, Ste. 420
Decatur, GA 30030

City of Chamblee:

Jon Walker
City Manager
5468 Peachtree Road
Chamblee, GA 30341-2398

With copy to:

Joe L. Fowler
Fowler, Hein, Cheatwood &
Williams, P.A.
2970 Clairmont Road, Suite 220
Atlanta GA 30329

City of Decatur:

Peggy Merriss
City Manager
509 N. McDonough Street
Decatur, GA 30030

With copy to:

Bryan Downs
Wilson, Morton & Downs LLC
125 Clairmont Ave., Ste. 420
Decatur, GA 30030

City of Dunwoody:

Eric Linton

City Manager
3725 Park Avenue
Doraville, GA 30340-1197

With copy to:

Cecil C. McLendon, Esq.
3725 Park Avenue
Doraville, GA 30340

City of Lithonia:

LaThaydra Sands
City Administrator
6920 Main Street
Lithonia, GA 30058

With copy to:

Winston A. Denmark, Esq.
Fincher Denmark LLC
100 Hartsfield Center Parkway
Suite 400
Atlanta, GA 30354

City of Stone Mountain:

Ms. ChaQuias Miller Thornton
City Manager
875 Main Street
Stone Mountain, GA 30083

With copy to:

Jeffrey M. Strickland
Jarrard & Davis, L.P.
222 Webb Street
Suite 400
Cumming, GA 30040

City of Tucker:

Tami Hanlin
City Manager
1975 Lakeside Pkwy
Suite 350
Tucker, GA 30084

City Manager
4800 Ashford Dunwoody Road
Dunwoody, GA 30346

With copy to:

Cecil McLendon, Esq.
4800 Ashford Dunwoody Road
Dunwoody, GA 30346

City of Pine Lake:

Valerie Caldwell
City Manager
462 Clubhouse Drive
Pine Lake, Georgia 30072

With copy to:

Laurel E. Henderson
Sumner Meeker LLC

14 East Broad Street
Newnan, GA 30263

City of Stonecrest:

Plez Joyner
Deputy City Manager
3120 Stonecrest Blvd.
Stonecrest, GA 30038

With copy to:

Winston A. Denmark, Esq.
Fincher Denmark LLC
100 Hartsfield Center Parkway
Atlanta, GA 30354

With copy to:

Brian Anderson
Anderson Legal Counsel
1975 Lakeside Pkwy
Suite 350
Tucker, GA 30084

Section 9. Entire Agreement

This Agreement, including any attachments or exhibits, constitutes all of the understandings and agreements existing between the County and the Municipalities with respect to the distribution and use of the proceeds from the CRF. Furthermore, this Agreement supersedes all prior agreements, negotiations and communications of whatever type, whether written or oral, between the parties hereto with respect to distribution and use of said CRF. No representation oral or written not incorporated in this Agreement shall be binding upon the County or the Municipalities.

Section 10. Amendments

This Agreement shall not be amended or modified except by agreement in writing executed by the County and the Municipalities.

Section 11. Severability, Non-Waiver, Applicable Law, and Enforceability

If a court of competent jurisdiction renders any provision of this Agreement (or portion of a provision) to be invalid or otherwise unenforceable, that provision or portion of the provision will be severed and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of the provision were not part of this Agreement. No action taken pursuant to this Agreement should be deemed to constitute a waiver of compliance with any representation, warranty, covenant or agreement contained in this Agreement and will not operate or be construed as a waiver of any subsequent breach, whether of a similar or dissimilar nature. This Agreement is governed by the laws of the State of Georgia without regard to conflicts of law principles thereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the arbitrator or court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of all parties have participated in the preparation hereof.

Section 12. Compliance with Law

During the term of this Agreement, the County and each Municipality shall comply with all State and Federal law applicable to the use of the CRF proceeds, specifically including the Act.

Section 13. Defense and Hold Harmless

Each Municipality shall be responsible from the execution date or from the time of receipt of its share of the CRF proceeds, whichever shall be the earlier, for all injury or damage of any kind resulting from receipt or use of its share of the CRF proceeds. To the extent allowed by law, the Municipality shall defend and save harmless the County, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as “the County Officials,” from and against all claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) caused by or sustained in connection with the performance of this Agreement by the Municipality or by conditions created thereby or arising out of or any way connected with receipt or use of its share of the CRF proceeds under this Agreement, as well as all expenses incidental to the defense of any such claims, litigation, and actions. Furthermore, the Municipality shall assume and pay for, without cost to the County Officials, the defense of any and all claims, litigation, and actions suffered through any act or omission of the Municipality, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Agreement, the Municipality shall not be required to indemnify or defend any County Official against claims, actions, or expenses based upon or arising out of the County Officials’ sole negligence. As between the County Officials and the Municipality as the other party, the Municipality shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Municipality’s employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the Municipality’s receipt and use of its share of the CRF proceeds under this Agreement, or caused by or resulting from any error, omission, or the negligent or intentional act of the Municipality, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. To the extent allowed by law, the Municipality shall defend and hold harmless the County Officials from and against any and all claims, loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Municipality expressly agrees to provide a full and complete defense against any claims brought or actions filed against the County Officials, where such claim or action involves, in whole or in part, the Municipality’s receipt and use of its share of the CRF proceeds, whether such claims or actions are rightfully or wrongfully brought or filed. The County has the sole discretion to choose the counsel who will provide the defense. No provision of this Agreement and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the County, nor shall the Agreement be construed as giving any rights or benefits hereunder to anyone other than the parties to this Agreement. The parties’ obligations pursuant to this Section shall survive any termination or expiration of this Agreement. In the event any Municipality undertakes any duty to defend the County under this Agreement, or if a Court or Arbitrator orders any Municipality to undertake defense of any such claim, such Municipality shall have the sole right and option to select and retain counsel to defend such claim or allegation and any counsel selected or chosen by the County, with the exception of the County Law Department, shall have no right or ability to look to such Municipality for payment of fees or expenses related to any litigation, claim, or other obligation.

The duties and obligations of the Municipalities under this Section shall only apply to the extent such duties and obligations are allowed by law. Nothing contained in this Agreement shall

be construed to be a waiver of a Municipality's sovereign immunity or any individual's qualified, good faith or official immunities. Ratification of this Agreement by a majority of a Municipality's City Council shall authorize its Mayor to execute this Agreement on behalf of such Municipality.

Section 14. Dispute Resolution

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

- (A) Claims shall be heard by a single arbitrator, unless the claim amount exceeds \$500,000, in which case the dispute shall be heard by a panel of three arbitrators. Where the claim is to be heard by single arbitrator, the arbitrator shall be selected pursuant to the list process provided for in the Commercial Arbitration Rules unless the parties to the arbitration are able to select an arbitrator independently by mutual agreement. The arbitrator shall be a lawyer with at least 10 years of active practice in commercial law and/or local government law. Where the claim is to be heard by a panel of three arbitrators, selection shall occur as follows. Within 15 days after the commencement of arbitration, the Municipality or Municipalities party to the arbitration shall select one person to act as arbitrator and the County shall select one person to act as an arbitrator. The two selected arbitrators shall then select a third arbitrator within ten days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the American Arbitration Association. This third arbitrator shall be a former judge in the State or Superior Courts of Georgia or a former federal district judge.
- (B) The arbitration shall be governed by the laws of the State of Georgia, including the Rules of Evidence.
- (C) The standard provisions of the Commercial Rules shall apply.
- (D) Arbitrators will have the authority to allocate the costs of the arbitration process among the parties, but will only have the authority to allocate attorneys' fees if a particular law permits them to do so, specifically including O.C.G.A. § 9-15-14.
- (E) The award of the arbitrators shall be accompanied by a written opinion that includes express findings of fact and conclusions of law.

Section 15. No Consent to Breach

No consent or waiver, express or implied, by any party to this Agreement, to any breach of any covenant, condition or duty of another party shall be construed as a consent to or waiver of any future breach of the same.

Section 16. Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the County and the Municipalities acting through their duly authorized agents have caused this Agreement to be signed, sealed and delivered for final execution by the County on the date indicated herein.

DEKALB COUNTY, GEORGIA

_____(SEAL)
MICHAEL L. THURMOND
Chief Executive Officer

ATTEST:

BARBARA SANDERS-NORWOOD, CCC
Clerk to the Board of Commissioners
and Chief Executive Officer

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

ZACHARY L. WILLIAMS
Chief Operating Officer

VIVIANE H. ERNSTES
County Attorney

**CITY OF AVONDALE ESTATES,
GEORGIA**

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM AND
LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF BROOKHAVEN, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

APPROVED AS TO FORM:

City Manager

City Attorney

CITY OF CHAMBLEE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF CLARKSTON, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF DECATUR, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF DORAVILLE, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF DUNWOODY, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF LITHONIA, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF PINE LAKE, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

**CITY OF STONE MOUNTAIN,
GEORGIA**

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF STONECREST, GEORGIA

Attest:

_____(SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

CITY OF TUCKER, GEORGIA

Attest:

_____ (SEAL)

Mayor

Municipal Clerk

APPROVED AS TO SUBSTANCE:

**APPROVED AS TO FORM
AND LEGAL VALIDITY:**

City Manager

City Attorney

